

accumulated data usage from your phone or assess overage or casual usage charges. You are responsible for all data activity from and to your phone/device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. In certain instances, we may delete premium and non-premium items downloaded to available storage areas (e.g., personal vault), including any pictures, games, ringtones or screen savers. Your invoice will not separately identify the number of kilobytes attributable to your use of specific sites, sessions or services used. Premium Services (games, ringtones, etc.) priced separately.

Sprint PCS Vision. Not available where use is in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections. Sprint PCS Vision Packs are not available: (1) with any other device used in connection with a computer or PDA - including phones, smart phones or other devices used with connection kits or similar phone-to-computer/PDA accessories; and (2) with Bluetooth Vision capable PCS Phones used as a modem in connection with other devices. Sprint reserves the right to deny or to terminate service without notice for any misuse. Credits for premium services do not carry forward and are not available for use with all services.

Roaming Included Plans. Not available with single-band or digital mode only phones, or to customers residing in an area not covered by the Sprint Nationwide PCS Network. Sprint may terminate service if a majority of minutes in a given month are used while roaming off the Sprint Nationwide PCS Network. International calling including in Canada & Mexico, not included. Usage in Expanded Voice Coverage areas may, in some instances, be invoiced after 30-60 days. When calling from Expanded Voice Coverage Areas: (a) PCS Vision and PCS to PCS calling services are not available; and (b) certain calling features (Voicemail, Caller I.D., Call Waiting, etc.) may not work.

Add-a-Phone. Requires a minimum two-year Term agreement for each phone/line of service added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term commitment end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line must move to the Primary Line position.

Voice Command. Not available while roaming off the Sprint Nationwide PCS Network. Calls to 911 or similar emergency numbers cannot be placed through Voice Command. You may dial "911" on your phone in an emergency. Airtime and applicable long distance charges begin when you press or activate the TALK or similar key.

Roadside Rescue. Must be with vehicle and have your Sprint PCS Phone with you at the time of service. Limit 4 calls per program year (starts when service is added to your account). Allow approx. 72 hours to provision service to your account. Covers light passenger cars & trucks. Excludes RVs, motorcycles, boats, trailers, limousines, taxis and commercial or heavy-duty vehicles. This is not a reimbursement service and is not valid when operating vehicle off-road. Services are provided by AAA, AAA clubs, CAA clubs and, in CA, the National Automobile Club. Sprint is not a motor club.

Sprint PCS International and Sprint PCS Call Canada: For verification purposes, activation of plan may take approximately 1 to 3 days, additional information may be required during verification process.

2 Month Free Offers. If you do not wish to continue with the service after the initial 2 months, you must contact us prior to the billing end date of your second invoice to avoid charges. Additional charges apply for premium content.

Sprint PCS Risk-Free Guarantee. Requires return of your complete, undamaged Sprint PCS Phone with the original retailer's proof of purchase within 30 days. You must still pay all charges based on actual usage (partial monthly service charges, taxes and Sprint surcharges).

Holiday Return Policy. Except for returns from CA residents, all phones, devices and accessories may be returned for a refund or credit through January 8, 2006 without any penalties. Residents in CA have either until January 8, 2006 or 30 days to return any phone, device or accessory (whichever is longer). Software accessories may be returned for refund or credit only if returned in the original

packaging with seal unbroken within days of purchase.

Sprint PCS Clear Pay Program. In most instances a deposit between \$125 and \$500 applies. We may require a deposit of up to \$1000 in certain instances. A preset account spending limit of between \$125 and \$500 will apply - ask the specific amount. We may limit the number of phones you can activate on your account. Monthly service plan charges accrue even if your service is turned off, when you exceed your spending limit or in instances of nonpayment. Roaming usage may be invoiced after 30 - 60 days.

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General Terms and Conditions of Service

Basic Definitions

In this document: (1) "we," "us," "our," "Nextel," and "Sprint" mean Sprint Solutions, Inc. and its affiliates doing business as Sprint, Sprint PCS or Nextel; (2) "you," "your," "customer," and "user" mean an account holder or user with us; (3) "Device" means any phone, device, accessory or other product we sell to you or that is active on your account with us; and (4) "Service" means our offers, rate plans, options, wireless services or Devices on your account with us.

The Subscriber Agreement

The Subscriber Agreement ("Agreement") is a contract under which we provide and you accept our Services. In addition to these Terms and Conditions of Service ("Ts&Cs"), there are several parts to the Agreement including, but not limited to, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you. It is important that you carefully read all of the terms of the Agreement.

Services Covered By These Ts&Cs & Additional Terms

These Ts&Cs apply to our standard wireless Services and any other Service we offer you that references these Ts&Cs. Different terms will apply to most business accounts. Additional terms will apply when you use certain Services, typically those you can access online (for example, picture/video Services, online forums, etc.). Additional terms will also apply if you activate Services as part of a bundle with another company's services (for example, cable services, home phone services, etc.). The additional terms for bundled Services may either modify or replace certain provisions in these Ts&Cs, including terms relating to activation, invoicing/payment, and disputing charges. Also, a different dispute resolution provision may apply to services provided by another company (the dispute resolution provisions in this Agreement still apply to our Services). You will be provided details on any additional terms with your selection of any bundled Service.

Our Policies

Services are subject to our business policies, practices and procedures ("Policies") including, but not limited to, our Privacy Policy and Acceptable Use Policy and Visitor Agreement - both available at our website. You agree to all of our Policies when you use our Services. Our Policies are subject to change at anytime with or without notice.

When You Accept The Agreement

You must have the legal capacity to accept the Agreement. You accept the Agreement when you do any of the following: (a) sign a contract with us on paper or electronically; (b) accept Agreement through an oral or electronic statement; (c) attempt to or in any way use the Services; (d) pay for the Services; or (e) open any package or start any program that says you are accepting the Agreement when doing so. If you don't want to accept the Agreement, don't do any of these things.

Term Commitments & Early Termination Fees

Many of the Services (for example, rate plans and Device discounts) that we offer require you to maintain certain Services with us for a minimum term, usually 1 or 2 years ("Term Commitment"). You will be charged a fee ("Early Termination Fee") for each line of Service that you terminate early (i.e., prior to satisfying the Term Commitment) or for each line of Service that we terminate early for good reason (for example, violating the payment or other terms of the Agreement). Early Termination Fees are a part of our rates. Your exact Term Commitment and Early Termination Fee may vary based on the Services you select and will be disclosed to you during the sales transaction. Carefully review any Term Commitment and

Early Termination Fee requirement or to selecting Services. After you have satisfied your Term Commitment, your Services continue on a month-to-month basis without any Early Termination Fee, unless you agree to extend your Term Commitment or agree to a new Term Commitment - for example, by accepting a new rate plan or upgrading your Device. As explained directly below, there are instances when you will not be responsible for an Early Termination Fee for terminating Services early.

When You Don't Have To Pay An Early Termination Fee

You aren't responsible for paying an Early Termination Fee when terminating Services: (a) provided on a month-to-month basis; (b) consistent with our published trial period return policy; or (c) in response to a materially adverse change we make to the Agreement as described directly below.

Our Right To Change The Agreement & Your Related Rights

We may change any part of the Agreement at any time including, but not limited to, rates, charges, how we calculate charges, or your terms of Service. We will provide you notice of changes that may impact you in a manner consistent with this Agreement (see "Providing Notice Under This Agreement" paragraph). Except as provided below, if a change we make to the Agreement is material and has a material adverse affect on you, you may terminate each line of Service materially affected without incurring an Early Termination Fee only if you: (a) call us within 30 days after the effective date of the change; and (b) specifically advise us that you wish to cancel Services because of a material change to the Agreement that we have made. If you do not cancel Service within 30 days of the change, an Early Termination Fee will apply if you terminate Services before the end of any applicable Term Commitment.

The following, without limitation, will generally not be considered changes to the Agreement as contemplated in this provision and will not result in the waiver of applicable Early Termination Fees: (a) changes to our Policies; (b) changes to rates or charges that are not a core part of the rate plan package for which you contracted - for example, incidental, occasional or casual use charges and other options that do not require a Term Commitment; (b) changes to Taxes & Government Fees; or (c) changes to Surcharges, including assessing new Surcharges.

Our Right To Suspend Or Terminate Services

We can, without notice, suspend or terminate any Service at any time for any reason, including, but not limited to: (a) late payment; (b) exceeding an Account Spending Limit ("ASL"); (c) harassing/threatening our employees or agents; (d) providing false information; (e) interfering with our operations; (f) using/suspicion of using Services in any manner restricted by or inconsistent with the Agreement; (g) breaching the Agreement, including our Policies; (h) providing false, inaccurate, dated or unverifiable identification or credit information, or becoming insolvent or bankrupt; (i) modifying a Device from its manufacturer specifications; or (j) if we believe the action protects our interests, any customer's interests or our network.

Your Ability To Change Services & When Changes Are Effective

You typically can change Services upon request. In some instances, changes may be conditioned on payment of an Early Termination Fee or certain other charges, or they may require you to accept a new Term Commitment. Changes to Services are usually effective at the start of your next full invoicing cycle. If the changes take place sooner, your invoice may reflect pro-rated charges for your old and new Services.

Your Right To Terminate Services

You can terminate Services at any time by calling us and requesting that we deactivate all Services. You're responsible for all charges billed or incurred prior to deactivation. If Services are terminated before the end of your invoicing cycle, we won't prorate charges to the date of termination and you won't receive a credit or refund for any unused Services. Except as provided above, you must also pay us an Early Termination Fee for each line of Service that you terminate early.

Credit Checks & Credit Information

We agree to provide you Services on the condition you have and maintain satisfactory credit according to our standards and policies. You agree to provide information we may request or complete any

applications we may provide you to facilitate our review. We rely on the credit information you furnish, credit bureau reports or other data available from commercial credit reference services, and other information (such as payment history with us) to determine whether to provide or continue to provide you Services. The Services we offer you can vary based on your credit history. We may at any time, based on your credit history, withdraw or change Services, or place limits or conditions on the use of our Services. You agree to provide us updated credit information upon request. We may provide your payment history and other account billing/charge information to any credit reporting agency or industry clearinghouse.

Account Spending Limits ("ASL")

An ASL is a temporary or permanent limit (typically based on credit history, payment history, or to prevent fraud) we place on the amount of unpaid charges you can accumulate on your account, regardless of when payment on those charges is due. We reserve the right to determine which charges count towards an ASL. If you have an ASL, we may suspend your Services without prior notice if your account balance reaches the ASL, even if your account is not past due. We may impose or increase an ASL at any time with notice. An ASL is for our benefit only and should not be relied on by you to manage usage.

Deposits & Returning Deposits

We may at any time require a deposit, as a guarantee of payment, for you to establish or maintain Service ("Deposit"). By providing us a Deposit, you grant us a security interest for all current or future amounts owed to us. We may change the Deposit at any time with notice. You can't use a Deposit to make or delay payments. The Deposit, the length of time we hold the Deposit, and changes to the Deposit are determined based on your credit history, payment history and other factors. Unless prohibited by law, we may mix Deposits with our other funds and it won't earn interest and we reserve the right to return the Deposit as a credit on your invoice at anytime. If your Services are terminated for any reason, we may keep and apply your Deposit to any outstanding charges. We'll send any remaining portion of Deposit to your last known address within 90 days after your final invoice - if it is returned to us, we will forward it on to the appropriate state authorities to the extent required by law.

Restrictions On Using Services

You can't use our Services: (a) to transmit content/messages that are, or in any manner that is, illegal, fraudulent, threatening, abusive, defamatory, or obscene; (b) in a way that could cause damage or adversely affect our customers, reputation, network, property or Services; (c) to communicate any unsolicited commercial voice, text, SMS, or other message; (d) to infringe on the copyright of another, or upload or transmit any "virus", "worm", or malicious code; or (e) in any way prohibited by the terms of our Services, the Agreement or our Policies.

Your Device, Number & E-mail Address; Caller ID

We don't manufacture any Device we might sell to you or that is associated with our Services, and we aren't responsible for any defects, acts or omissions of the manufacturer. **The only warranties on your Device are the limited warranties given to you by the manufacturer directly or that we pass through.** Your Device is designed exclusively for use on our network and in other coverage areas we make available to you. It will not accept wireless service from another carrier. Except for any legal right you may have to port/transfer your phone number to another carrier, you have no and cannot gain any (for example, through publication, use, etc.) proprietary, ownership or other rights to any phone number, identification number, e-mail address or other identifier we assign to you, your Device or your account. We'll notify you if we decide to change or reassign them.

Porting/Transferring Phone Numbers

We don't guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, that is considered a request by you to us to terminate all of the Services associated with that number. **You're responsible for all charges billed or incurred prior to deactivation and for any applicable Early Termination Fees.**

Coverage; Where Your Device Will Work

Our coverage maps are available at our stores and at our website. The specific network coverage you get will depend on the radio transmissions your Device can pick up and Services you've chosen. **Our**

coverage maps provide high level estimates of our coverage areas when using Services outdoors under optimal conditions. Coverage isn't available everywhere. Estimating wireless coverage and signal strength is not an exact science. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your Device, structures, buildings, weather, geography, topography, etc.), may result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of Service. Services that rely on location information, such as E911 and GPS navigation, depend on your Device's ability to acquire satellite signals (typically not available indoors) and network coverage.

Roaming

"Roaming" typically refers to coverage on another carrier's network that we make available to you based on our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change. Your ability to receive roaming coverage depends on the radio transmissions your Device can pick up. You can pick up roaming coverage both within and outside our network coverage areas. Your Device will generally indicate when you're roaming. Depending on your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data Services, voicemail, call waiting, etc.).

About Data Services & Content

Our data Services and your Device may allow you to access the internet, text, pictures, video, games, graphics, music, email, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from us or our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You're solely responsible for evaluating the Data Content accessed by you or anyone on your account. We strongly recommend you monitor data usage by children/minors. Data Content from third parties may also harm your Device or its software. To protect our network, Services, or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data you can transfer, or otherwise limit or terminate Services. If we provide you storage for Data Content you have purchased, we may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services.

Specific Terms & Restrictions On Using Data Services

In addition to the rules for using all of our other Services, unless specifically authorized by us, you can't use our data Services: (1) to stream movies, music, videos or any other Data Content; (2) with server devices or host computer applications, or other systems that drive continuous heavy traffic or data sessions; (3) for voice over IP; (4) as a substitute or backup for private lines or frame relay connections; or (5) in any way that adversely impacts our network or Service levels. If your Services include unlimited web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with "phone as modem" plans, connection cards, wireless routers, etc.).

Activation & Miscellaneous Charges

Based on our Policies, we may charge activation, prepayment, reactivation, program or other fees to establish or maintain Services. Certain transactions may also be subject to a charge (for example, convenience payment, changing phone numbers, handset upgrades, etc.). You will be provided notice of these types of fees before we complete the requested transaction.

Account & Service Charges; Pro-rating; Unused Minutes

You are responsible for all charges associated with your account and the Services on your account, no matter who uses the Services. Charges include, but are not limited to, the monthly recurring charges, usage charges, taxes, surcharges and fees associated with your Services. These charges are described or referred to during the sales transaction, in our marketing materials, and in confirmation materials we may send to you.

How We Calculate Your Charges For Billing Purposes

Regular Voice Calls: We round up partial minutes of use to the next full minute. Time starts when you press "Talk" or your Device connects to the network and stops when you press "End" or the network connection otherwise breaks. You're charged for all calls that connect, even to answering machines. You won't be charged for unanswered calls or if you get a busy signal. For incoming calls answered, you're charged from the time shortly before the Device starts ringing until you press END or the network connection otherwise breaks. If charges vary depending on the time of day that you place or receive calls (e.g., Nights and Weekend plans), you're charged for the entire call based on the rate that applies to the time period in which the call starts.

iDEN Walkie-Talkie Charges: Charges for walkie-talkie calls are billed to the person who starts the call and calculated by multiplying the duration of the call by the applicable rate and number of participants. You're charged at least 6 seconds of airtime for each call you start; subsequent communications in the same call are rounded up to and billed to the next second. Time begins when you press any button to start a walkie-talkie call and ends approximately 6 seconds after completion of a communication to which no participant responds - subsequent walkie-talkie communications are considered new calls. Depending on your plan, nationwide, international or group walkie-talkie calls may use the local walkie-talkie minutes in your plan and result in additional charges. Responses to call alert transmissions are treated as new walkie-talkie transmissions even when responding within 6 seconds of receiving the alert.

Data Usage: Unless we specifically tell you otherwise, data usage is measured in bytes, kilobytes and megabytes - not in minutes/time. 1024 bytes equals 1 kilobyte ("KB"), and 1024 KB equals 1 megabyte. Bytes are rounded up to kilobytes, so you will be charged at least 1 KB for each data usage session ("data session"). Rounding occurs at the end of each data session, and sometimes during a data session. Depending on your data Services, usage may be charged against an allowance or on a fixed price per KB. If you are charged on a fixed price per KB, any fractional cents will be rounded up to the next cent. You are charged for all data directed to your Device's internet address, including data sessions you did not initiate and for incomplete transfers. As long as your Device is connected to our data network, you may incur data charges. Examples of data you will be charged for includes the size of a requested file or Data Content (game, ringer, etc.), web page graphics (logos, pictures, banners, advertisement, etc.), additional data used in accessing, transporting and routing the file on our network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. These data charges are in addition to any charges for the Data Content itself (game, ringer, etc.). Data used and charged to you will vary widely, even between identical actions or data sessions. Estimates of data usage - for example, the size of downloadable files - are not reliable predictors of actual usage. Your bill won't separately list the number of KB attributed to a specific action/data session.

Your Bill

Your bill provides you notice of your charges. It reflects monthly recurring charges (usually billed one bill cycle in advance) and usage/transaction specific charges (usually billed in the bill cycle in which they're incurred). Some usage charges, such as those that depend on usage information from a third party, may be billed in subsequent bill cycles and result in higher than expected charges for that month. Bill cycles and dates may change from time to time. Your bill may also include other important notices (for example, changes to this Agreement, to your Service, legal notices, etc.). Your paper bill may not include individual call detail. Your call detail is available online. Paper bills with call detail may be subject to an additional charge. If you choose internet billing, you will not receive paper bills.

Your Payments; Late Fees

Payment is due in full as stated on your bill. If we do not receive payment in full by the date specified on your bill, a late payment charge, which may be charged at the highest rate permissible by law, may be applied to the total unpaid balance. We may also charge you any costs we pay to a collection agency to collect unpaid balances from you. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. You may be charged additional fees for certain methods of payment. We may charge you, up to the highest amount permitted by law, for returned

checks or other payments paid by you. I denied for any reason by a financial institution. Acceptance of payments (even if marked "paid in full") does not waive our right to collect all amounts that you owe us. We may restrict your payment methods to cashier's check, money order, or other similar secure form of payment at any time for good reason.

Taxes & Government Fees

You agree to pay all federal, state and local taxes, fees and other assessments that we're required by law to collect on the Services we provide you and remit to the government. These charges may change from time to time without advance notice. If you're claiming any tax exemption, you must provide us with a valid exemption certificate. Tax exemptions generally won't be applied retroactively.

Surcharges

You agree to pay the surcharges, fees and other charges that we assess to recoup our government costs or costs of complying with certain government programs ("Surcharges"). Surcharges aren't taxes or government mandated charges; they're charges we choose to collect from you. Surcharges are subject to change, sometimes on a monthly or quarterly basis. Examples of Surcharges include, but are not limited to: Universal Service Fund, E911, Federal Programs Cost Recovery, Federal Wireless Number Pooling and Portability, and gross receipts charges. We will make efforts to provide you notice of any changes to Surcharges in a manner consistent with this Agreement (see "Providing Notice Under This Agreement" paragraph). However, since most Surcharges are based on amounts set by the government or based on government formulas, it will not always be possible to provide advance notice of new Surcharges or changes in the amount of existing Surcharges. Information on Surcharges is provided during the sales transaction and is available at our website.

Disputing Charges - You Must Still Pay Undisputed Charges

Any dispute to a charge on your bill must be made within 60 days of the date of the bill that initially contained the charge. Disputes can only be made by calling or writing us as directed on your invoice or elsewhere. You accept all charges not properly disputed within the above time period - undisputed charges must still be paid as stated on your bill.

Protecting Our Network & Services

We can take any action to: (1) protect our network, our rights and interests, or the rights of others; or (2) optimize or improve the overall use of our network and Services. Some of these actions may interrupt or prevent legitimate communications and usage - for example, message filtering/blocking software to prevent SPAM or viruses, limiting throughput, limiting access to certain websites, applications or other Data Content, etc. For additional information on what we do to protect our customers, network, Services and equipment, see our Acceptable Use Policy and Visitor Agreement at our website.

Your Privacy

You agree to the terms of our Privacy Policy, available at our website, when you use our Services. This policy may change from time to time, so review this policy with regularity and care. Among other things, the policy includes important information on what information we collect about you, how we use that information, and with whom we share that information (for example, to provide you certain Services, to protect our rights and interests, to respond to legal process, to facilitate a merger, etc.). Also, to ensure the quality of our Services and for other lawful purposes, we may also monitor or record calls between us (for example, your conversations with our customer service or sales departments). If you do not agree with the terms of our Privacy Policy, do not purchase or use our Services.

Location Based Services

Our network generally knows the location of your Device when it is outdoors and turned on. By using various technologies to locate your Device, we can provide enhanced emergency 911 services, and optional location-sensitive services provided by us or a third party. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access your Device's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that you purchase from us may provide more information about how location information is used and disclosed. Use of some of location-sensitive services may require network coverage. If any Device on your account uses a location-sensitive service, you

(the accountholder) must clearly and regularly notify the actual user of your Device that their location may be tracked or discovered. For additional information on location-sensitive services, see our Privacy Policy at our website.

911 Or Other Emergency Calls

Public Safety Officials advise that when making 911 or other emergency calls, you should always be prepared to provide your location information. Unlike traditional wireline phones, depending on a number of factors (e.g., whether your Device is GPS enabled, where you are, whether local emergency service providers have upgraded their equipment, etc.), 911 operators may not know your phone number, your location or the location of your Device. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service ("E911"), where enabled by local emergency authorities, uses GPS technology to provide location information. Even when available, however, E911 does not always provide accurate location information. If your Device is indoors or for some other reason cannot acquire a satellite signal, you may not be located. Some Devices have a safety feature that prevents use of the keypad after dialing 911 - you should follow voice prompts when interacting with emergency service providers employing IVR systems to screen calls.

If Your Device Is Lost or Stolen

Call us immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss or theft. You agree to cooperate if we choose to investigate the matter (provide facts, sworn statements, etc.). We may not waive any Early Termination Fees if you choose to terminate Services as a result of loss or theft of your Device.

Disclaimer of Warranties

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

You Agree We Are Not Responsible For Certain Problems

You agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) anything done or not done by someone else; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a Device or network coverage (for example, dropped, blocked, interrupted calls/messages, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) Data Content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a Device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter, or (h) things beyond our control, including acts of God (for example, weather-related phenomena, fire, earthquake, hurricane, etc.), riot, strike, war, terrorism or government orders or acts.

You Agree Our Liability Is Limited - No Consequential Damages.

TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.

DISPUTE RESOLUTION

We Agree To First Contact Each Other With Any Disputes

We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by calling or writing us as instructed on your invoice. We will contact you by letter to your billing address

or on your Device.

Instead Of Suing In Court, We Each Agree To Arbitrate Disputes

We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Agreement and can award the same damages and relief, including any attorney's fees authorized by law. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(1) "Disputes" are any claims or controversies against each other related in any way to our Services or the Agreement including, but not limited to, coverage, Devices, privacy, or advertising, even if it arises after Services have terminated - this includes claims you bring against our employees, agents, affiliates or other representatives, or that we bring against you.

(2) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting documents/information, and the proposed resolution. Notice to you will be sent to your billing address and notice to us will be sent to: General Counsel; Arbitration Office; 2001 Edmund Halley Drive VARESP0513-502; Reston, Virginia 20191. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

(3) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

(4) The arbitration will be administered by the International Institute for Conflict Prevention and Resolution ("CPR") under its arbitration rules. If any of the CPR's rules conflict with the terms of the Agreement, the terms of the Agreement apply. You can obtain procedures, rules, and fee information from the CPR at 1-212-949-6490 or www.cpradr.org.

(5) Unless we each agree otherwise, the Arbitration will be conducted by a single neutral arbitrator and will take place in the county of your last billing address. The federal or state law that applies to the Agreement will also apply during the arbitration.

(6) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason this restriction is found unenforceable, then our agreement to arbitrate doesn't apply.

(7) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration. However, we will cover any arbitration administrative or filing fees above: (a) \$25 if you are seeking less than \$1,000 from us; or (b) the equivalent court filing fees for a court action in the appropriate jurisdiction if you are seeking \$1,000 or more from us.

Exceptions To Our Agreement To Arbitrate Disputes

Either of us may bring qualifying claims in small claims court. In addition, this arbitration provision does not prevent you from filing your dispute with any federal, state or local government agency that can, if the law allows, seek relief against us on your behalf.

No Class Actions

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

No Trial By Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER

PROCEEDING.

Indemnification

You agree to indemnify, defend and hold us harmless from any claims arising out of your actions including, but not limited to, failing to provide appropriate notices regarding location-sensitive services (see "Location Based Services" paragraph), or violating this Agreement, any applicable law or regulation or the rights of any third party.

Providing Notice To Each Other Under The Agreement

Except as the Agreement specifically provides otherwise, you must provide us notice by calling or writing us as instructed on your invoice. We will provide you notice in your bill, correspondence to your last known billing address, to any fax number or e-mail address you've provided us, by calling you on your home phone or Device, by voice message on your Device or home phone, or by text message on your Device.

Other Important Terms

Subject to federal law or unless the Agreement specifically provides otherwise, this Agreement is governed solely by the laws of the state encompassing the area code assigned to your Device, without regard to the conflicts of law rules of that state. If either of us waives or doesn't enforce a requirement under this Agreement in an instance, we don't waive our right to later enforce that requirement. Except as the Agreement specifically provides otherwise, if any part of the Agreement is held invalid or unenforceable, the rest of this Agreement remains in full force and effect. This Agreement isn't for the benefit of any 3rd party except our corporate parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. You can't assign the Agreement or any of your rights or duties under it. We can assign the Agreement. The Agreement and the documents it incorporates make up the entire agreement between us and replaces all prior written or spoken agreements - you can't rely on any contradictory documents or statements by sales or service representatives. The rights, obligations and commitments in the Agreement that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, 911, dispute resolution, no class action, no jury trial), survive termination of Services.

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Terms & Conditions

Effective 12/04 until amended

Welcome to T-Mobile. **BY ACTIVATING OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS ("T&Cs"). PLEASE READ THESE T&Cs CAREFULLY.** They affect your legal rights by, among other things, requiring **MANDATORY ARBITRATION OF DISPUTES** and charging an **EARLY CANCELLATION FEE**. **IF YOU DO NOT AGREE TO THESE T&Cs, DO NOT ACTIVATE OR USE THE SERVICE OR YOUR WIRELESS PHONE, DEVICE, SMART CARD, OR OTHER EQUIPMENT ("PHONE") AND FOLLOW THE DIRECTIONS IN SEC. 5 BELOW.**

These T&Cs and your Service Agreement (if any) constitute your agreement with T-Mobile USA, Inc. and its affiliates (together, "T-Mobile", "we", or "us") for any wireless services and other telecommunications services that we provide you ("T-Mobile Services"), any applications, Phones, or products that you purchase or obtain from us or use with the Service ("Products"), and any applications or services that you purchase, obtain, or use that are provided through or with the Service, or billed to your T-Mobile account ("Third-Party Services") (T-Mobile Services and Third-Party Service together, the "Service"). These T&Cs supersede all earlier versions. To the extent these T&Cs conflict with the T-Mobile Terms and Conditions you receive with your Phone, these T&Cs apply. Rate plan and feature information for the Services you select or use are available to you when you purchase the Service at retail locations and on our Web site, and are a part of our agreement and are incorporated by reference into these T&Cs (the T&Cs, your Service Agreement, and the rate plan information together are referred to as the "Agreement"). You acknowledge that no employee, dealer, or other agent is authorized to make any representation or warranty (other than as described in the Agreement or our current materials) with respect to the Agreement, Service, Products, or rate plans and offerings, or to waive or modify any terms or provisions of the Agreement.

- 1 **Acceptance of Agreement.** You accept this Agreement by (a) activating or using the Service, (b) signing, orally or electronically accepting the Agreement; or (c) are deemed to accept the Agreement, whichever occurs first. You must activate Service within 30 days after purchase of your Phone (unless returned as provided in Sec. 5). If you don't activate Service within 30 days, you are deemed to accept the Agreement, and you agree to pay monthly Service charges for the Term according to your rate plan.
- 2 **MANDATORY ARBITRATION TO RESOLVE DISPUTES/CLASS ACTION WAIVER/JURY TRIAL WAIVER: ARBITRATION. PLEASE READ THIS PROVISION CAREFULLY. IT MEANS THAT, EXCEPT AS NOTED BELOW, YOU AND WE WILL ARBITRATE OUR DISPUTES. ANY CLAIM OR DISPUTE BETWEEN YOU AND US IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OR THE PROVISION OF SERVICES OR PRODUCTS TO YOU, INCLUDING ANY BILLING DISPUTES ("CLAIM"), SHALL BE SUBMITTED TO FINAL, BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA").** This agreement to arbitrate also requires you to arbitrate claims against other parties relating to Services or Products provided or billed to you, including suppliers of Services and Products and our retail dealers, if you also assert Claims against us in the same proceeding. You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite the choice of law provision in Sec. 23).

BEFORE INSTITUTING ARBITRATION, YOU AGREE TO PROVIDE US WITH AN OPPORTUNITY TO RESOLVE YOUR CLAIM BY SENDING A WRITTEN DESCRIPTION OF YOUR CLAIM TO US AT T-MOBILE CUSTOMER RELATIONS, P.O. BOX 37380, ALBUQUERQUE, NM 87176-7380 AND NEGOTIATING WITH US IN GOOD FAITH REGARDING YOUR CLAIM. IF WE ARE NOT ABLE TO RESOLVE YOUR CLAIM WITHIN 30 DAYS OF RECEIPT OF YOUR NOTICE, THEN YOU OR WE, INSTEAD OF SUING IN COURT, MAY INITIATE ARBITRATION PROCEEDINGS WITH THE AAA. YOU MUST SERVE OUR REGISTERED AGENT (SEE SEC. 20) IN ORDER TO BEGIN AN ARBITRATION. ARBITRATION WILL BE CONDUCTED UNDER THE AAA'S PUBLISHED WIRELESS INDUSTRY ARBITRATION RULES AND SUPPLEMENTAL PROCEDURES FOR CONSUMER-RELATED DISPUTES, WHICH ARE AVAILABLE BY CALLING THE AAA AT 1-800-778-7879 OR VISITING ITS WEB SITE AT www.adr.org. The AAA has a fee schedule for arbitrations. You will pay your share of the arbitrator's fees and administrative expenses ("Fees and Expenses") except that: (a) for Claims less than \$25.00, we will pay all Fees and Expenses; and (b) for Claims between \$25.00 and \$1,000.00, you will pay only \$25.00 in Fees and Expenses, or any lesser amount as provided under AAA's Supplemental Procedures for Consumer-Related Disputes. **You and we agree to pay our own other fees, costs, and expenses, including those for any attorneys, experts, and witnesses.** An arbitrator may only award as much and the type of relief as a court with jurisdiction in the place of arbitration that is consistent with law and this Agreement. An arbitrator may issue injunctive or declaratory relief but only applying to you and us and not to any other customer or third party. **As a limited exception to the agreement to arbitrate, you and we agree that: (a) you may take Claims to small claims court, if your Claims qualify for hearing by such court; and (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement.**

CLASS ACTION WAIVER. WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION. NOTWITHSTANDING SEC. 22, IF A COURT OR ARBITRATOR DETERMINES IN A CLAIM BETWEEN YOU AND US THAT YOUR WAIVER OF ANY ABILITY TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS IS UNENFORCEABLE UNDER APPLICABLE LAW, THE ARBITRATION AGREEMENT WILL NOT APPLY, AND YOU AND WE AGREE THAT SUCH CLAIMS WILL BE RESOLVED BY A COURT OF APPROPRIATE JURISDICTION, OTHER THAN A SMALL CLAIMS COURT.

JURY TRIAL WAIVER. WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT (AS PROVIDED IN THIS SEC. 2) YOU AND WE WAIVE ANY RIGHT TO JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN YOU AND US.

- 3 **Changes to the Agreement or Charges.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, IF WE: (A) INCREASE THE CHARGES INCLUDED IN YOUR MONTHLY RECURRING ACCESS RATE PLAN, OR (B) MODIFY A MATERIAL TERM OF OUR AGREEMENT WITH YOU AND THE MODIFICATION WOULD BE MATERIALLY ADVERSE TO YOU, WE WILL NOTIFY YOU OF THE INCREASE OR MODIFICATION AND YOU CAN CANCEL THAT SERVICE WITHOUT PAYING A CANCELLATION FEE (WHICH IS YOUR ONLY REMEDY) BY FOLLOWING THE CANCELLATION INSTRUCTIONS IN THE NOTICE. IF YOU DO NOT CANCEL YOUR SERVICE BY FOLLOWING THOSE INSTRUCTIONS, OR YOU OTHERWISE ACCEPT THE CHANGE, THEN YOU AGREE TO THE INCREASE OR MODIFICATION, EVEN IF YOU PAID FOR SERVICE IN ADVANCE. IF THE NOTICE DOES NOT SAY HOW LONG YOU HAVE TO CANCEL, THEN IT IS WITHIN **14 DAYS** AFTER THE DATE OF THE NOTICE, UNLESS A LONGER PERIOD IS REQUIRED BY LAW. EXCEPT TO THE EXTENT PROHIBITED BY LAW, CHARGES FOR PRODUCTS, SERVICES, OPTIONAL SERVICES, OR ANY OTHER CHARGES THAT ARE NOT INCLUDED IN YOUR MONTHLY RECURRING ACCESS RATE PLAN (SUCH AS DIRECTORY ASSISTANCE, ROAMING, DOWNLOADS, AND THIRD-PARTY CONTENT) ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE, AND IF YOU CONTINUE TO USE THOSE SERVICES, OR YOU OTHERWISE AGREE TO THE CHANGES, THEN YOU AGREE TO THE NEW CHARGES. VISIT OUR WEB SITE, RETAIL LOCATIONS, OR CALL CUSTOMER CARE FOR CURRENT CHARGES
- 4 **Term; Cancellation of Service.** If you select a rate plan with a fixed term longer than 1 month, then this Agreement will continue for the full number of months selected ("Term") You may cancel Service for any reason by providing us with notice (we may require up to 30 days), which cancellation will take effect on or before the beginning of the next billing cycle after the notice period, BUT IF YOU CANCEL SERVICE OR BREACH THE AGREEMENT BEFORE YOUR TERM ENDS, YOU AGREE THAT THE RESULTING HARM TO US IS IMPRACTICABLE OR EXTREMELY DIFFICULT TO MEASURE AND YOU AGREE TO PAY US IN ADDITION TO AMOUNTS OWED, AS A REASONABLE ESTIMATE OF OUR HARM, A \$200.00 CANCELLATION FEE PER NUMBER (which may be deducted from your deposit or any amounts prepaid by you, charged to your card or billed to your account). Our cost of providing your Service and Phone is not incurred evenly over the Term. Our monthly charges and other rates are based on the assumption that you will remain a customer for the whole Term. You and we agree that it is reasonable for your rates to include the amount of the cancellation fee. We may suspend or terminate your Service for any reason or no reason upon 3 days notice (unless a longer period is required by law). If you breach the Agreement, we may suspend or terminate your Service immediately without prior notice (except to the extent prohibited by law) and do the same for any other service you receive under any other agreement with us. **You breach the Agreement by:** (a) failing to pay any sum when due, (b) failing to comply with any provision in this Agreement or any other agreement between us; (c) becoming the subject of any proceedings under the Bankruptcy Code; (d) becoming insolvent, or (e) your financial institution dishonoring or returning for insufficient funds your check or credit card. In the event of cancellation, you are responsible for payment of all charges (including any cancellation fee) due to us under the Agreement, which charges will be immediately due and payable. If we reinstate Service to you after discontinuing Service, you may be subject to a credit check and agree to pay reactivation charges or deposits. After the Term expires, you become a month-to-month customer but are still subject to the Agreement, as modified.
5. **Cancellation and Return Policy.** There is a Return Period during which you can cancel a newly activated line of Service without paying a cancellation fee. The Return Period is **14 calendar days from the date of Service activation or 30 days from the Phone's purchase date** if you have not activated Service (the Return Period may be longer in some states, such as CA - visit T-Mobile.com, or ask a sales or customer care representative). **Even if you cancel Service, you must pay all Service and other charges incurred prior to cancellation.** In order to receive a refund of the purchase price (minus shipping and rebates) of your Phone, you must return it in "like-new" condition with proof of purchase to the place of purchase during the Return Period along with its original packaging and contents. You may be required to pay a restocking fee. The purchase price of your Phone may have been subsidized to facilitate your subscription to the Service. **If you cancel service and do not return the Phone in "like-new" condition within the Return Period, you will be charged for the difference between the full retail price of the Phone without activation (which may be more than the price with Service activation) and the price you paid for the Phone (minus rebate).** This Sec. 5 does not apply to Phone upgrade, replacement, exchange, or other similar programs; see those program materials for details.
6. **Service Availability and Limits.** Your Phone operates as a radio and Service is only available when your Phone is within range of an antenna providing Service. Coverage maps only approximate our wireless coverage area

outdoors; actual service area, coverage, and quality may vary and change without notice. There may be gaps in Service within the estimated coverage areas shown on coverage maps. Even within a coverage area, factors, such as: network changes, emergencies, traffic volume, transmission limits, service outages, technical limitations, signal strength, your equipment, interconnecting carriers, terrain, structures, weather and other conditions (without limit) may interfere with actual service, quality, and availability. Calls may be interrupted, dropped, refused, or limited. Coverage maps may depict coverage in areas where networks are operated by our affiliates and roaming partners; such coverage may change without notice. We are not responsible for those networks and some Services are not available on third-party networks or while roaming. We may impose credit, usage, or other limits to Service, cancel or suspend Service, or block certain types of calls, messages, or sessions (such as international, 900, or 976 calls) at our discretion. We may suspend Service without notice if you exceed any credit limit. Service may not be transferred to another market except at our discretion, and we may charge transfer fees. **WE ARE NOT LIABLE FOR ANY SERVICE LIMITS, FAILURES, OR OUTAGES, INCLUDING WITHOUT LIMIT, THE FAILURE OF ALERTS, 9-1-1 EMERGENCY, PRIORITY ACCESS, OR SECURE SERVICE CALLS TO BE CONNECTED OR COMPLETED, OR THE FAILURE TO PROVIDE ALERTS OR ACCURATELY LOCATE ANY 9-1-1 CALL (SEE SEC. 14).** Location services, including 9-1-1 location services, emergency or other alert systems, priority access, and secure service calls may not be available in your area and are subject to the Service limitations in this Sec. 6.

7. **Use of Service.** You may not use, or attempt to use, the Service, the network, or your Phone for any fraudulent, unlawful, improper, harassing, excessive, harmful, or abusive purpose ("Improper Uses"), or so as to adversely or negatively impact our customers, employees, business, ability to provide quality service, reputation, or network, or any other person. We may determine on a case-by-case basis what constitutes Improper Uses. Improper Uses include, without limit: (a) using an automatic dialer or program; (b) sending unsolicited messages or calls; (c) attempting to interfere with the access of any user, host, or network; (d) identity theft; (e) attempting to decipher, decompile, or reverse engineer any software; (f) posting or transmitting unlawful, infringing, or objectionable content as determined by us; (g) probing, or attempting to tamper with or harm our systems, network, or customers; or (h) reselling or attempting to resell any aspect of the Service, whether for profit or otherwise. If we suspect a violation of this provision, we may: (i) begin legal action; (ii) suspend or terminate Service immediately and without prior notice; (iii) suspend or terminate service provided to you under any other agreement with us; and (iv) cooperate with law enforcement in prosecuting offenders. You agree to cooperate with us in investigating suspected violations. We may terminate your Service or change your rate plan at any time, with notice, if we determine, in our sole discretion, that your use of the Service is excessive, unusually burdensome, or unprofitable to us. You have no proprietary or ownership rights to a specific wireless telephone number ("Number"), IP address, or e-mail address assigned to you or your Phone, we may change them at any time. You may not program any other Number into your Phone. We may charge you to change your Number.
8. **Use of Phone with Other Providers/Phone Purchases.** Wireless devices and networks do not all use the same technologies. Your Phone may not be compatible with the network and services provided by another wireless service provider and, therefore, may not work with that provider's wireless service. You may buy a Phone from us, or from someone else, but it must be GSM/GPRS equipment that is compatible and approved for use with our network and Services and we do not guarantee that all T-Mobile features will be available with such equipment. A T-Mobile Phone may be programmed to accept only a T-Mobile SIM card.
9. **Changes to Your Account.** If you give your personal account validation information to someone, they can access and make changes to your account just as you can. You may request to switch to another rate plan, and if we authorize the change, a transfer fee may apply and the new rates will become effective by the start of your next billing cycle. Changes may require your agreement to a new Term (if you select a promotional rate plan or special Phone pricing) or new T&Cs. If we allow you to temporarily suspend your account, you may continue to pay monthly charges and we may extend the Term for the length of that suspension.
10. **Deposits.** At any time, we may require a deposit from you (in which you grant us a security interest) or increase the amount of your deposit. If we notify you of an increase not associated with a change in rate plan, you may either (a) provide us with the increased deposit or (b) cancel Service within 7 days following the date of the notice (any cancellation fee will be waived). Except to the extent prohibited by law, your deposit may be commingled with other funds and will not earn interest. You may not use your deposit to pay your bills or delay payment, but we can apply your deposit to any charges that you owe us. If Service is cancelled for any reason, any deposit will be applied toward amounts you owe us at or after cancellation. Any remaining deposit will be returned to you at your billing address. Except to the extent prohibited by law, we will not refund any balances of \$5.00 or less unless you contact us to request it. We will hold such money for you for up to 1 year (without accruing interest for your benefit), but you forfeit to us any portion of the money left after 1 year. You also forfeit any money that the U.S. Mail cannot deliver and returns to us.
11. **Billing, Charges, and Late Fees.** You authorize us to verify your creditworthiness with a credit-reporting agency at any time. You will be charged for Service and other features on a monthly billing cycle basis and we may change your billing cycle at any time. You agree to timely pay in full each month all charges and fees associated with the Service, including without limit, monthly recurring Service charges, charges described in Sec. 12, airtime, roaming, long distance, toll, landline access, messages (whether read or unread, solicited or unsolicited), images, sounds, data, features (such as Web access, text messages, and voicemail), calling services (such as operator or directory assistance and calling card use), additional or optional services that you use or are processed through your Phone (or Number, IP address, or e-mail address assigned to or authorized by you), and you

remain liable for payment even if a third party agrees to pay your charges. You will be charged for more than one call when you use certain features resulting in multiple inbound or outbound calls (such as call forwarding, call waiting, voicemail retrieval, and conference calling). All lines use and share the airtime and features included in Family or other pooling plans. Mobile to mobile minutes are those used between T-Mobile Phones while on the T-Mobile USA network (and not roaming or affiliate networks). Except to the extent prohibited by law, billing of roaming charges and minutes or Services used may be delayed or applied against included minutes or Services in subsequent billing cycles, which may cause you to exceed your included minutes or Services in a particular billing cycle. Roaming and other call rating (such as time of call) depend on the location of the network equipment providing Service for a particular call and not the location of the Phone. For billing purposes, you agree not to rely on indicators on your Phone (such as roaming and call time), which may be inaccurate. UNUSED MINUTES OR OTHER ALLOTMENTS FROM YOUR RATE PLAN EXPIRE AT THE END OF YOUR BILLING CYCLE AND DO NOT CARRY OVER TO SUBSEQUENT BILLING CYCLES. PARTIAL MINUTES OF AIRTIME USAGE ARE ROUNDED UP AND CHARGED, OR DEDUCTED FROM ANY INCLUDED MINUTES, AS FULL MINUTES; AIRTIME USAGE IS MEASURED FROM THE TIME THE NETWORK BEGINS TO PROCESS THE CALL (BEFORE THE PHONE RINGS OR THE CALL IS ANSWERED) THROUGH ITS TERMINATION OF THE CALL (AFTER YOU HANG UP). FOR BILLING PURPOSES, THE TIME OR DAY (SUCH AS NIGHTS AND WEEKENDS) OF AN ENTIRE CALL IS DETERMINED BY THE TIME THE CALL STARTS. UNLESS OTHERWISE SPECIFIED IN YOUR RATE PLAN MATERIALS, WEEKENDS ARE MIDNIGHT FRIDAY TO MIDNIGHT SUNDAY. NIGHTS ARE 9:00 P.M. TO 6:59 A.M.

Incorrect Charges. If you believe your bill contains an incorrect charge, you have 60 days from the date of the first bill that contains the charge to notify us or you waive any right to dispute the charge. To notify us, please contact Customer Care at T-Mobile.com, 1-877-453-1304, or 611 from your Phone. We may require you to describe the dispute in writing. Any written communications concerning charges must be sent to the T-Mobile Customer Relations address in Sec. 2. If you accept a credit to resolve an issue, you agree the issue is fully resolved. If Customer Care does not resolve your dispute and you still wish to pursue the matter, follow the dispute resolution process described in Sec. 2. **California customers:** our Utility number is U-3056-C; if you file a billing-related claim with the Consumer Affairs Branch ("CAB") of the CPUC you must, within 24 hours of filing, inform us by writing to the Customer Relations address in Sec. 2 with sufficient information to identify you and your account. If we resolve your dispute, your CAB claim will be deemed resolved at that time, and you agree to promptly withdraw your claim with the CAB. **Payments.** We may require payment before your due date if we are concerned about your ability to pay us (such as when you have an unusually high balance). For your payment to be deemed received by us and your account to be timely credited, you must provide with your payment information sufficient to identify you and your account (your account number). If we accept late or partial payments or payments with limiting notations, it will not waive any of our rights to collect all amounts that you owe us and it will not be an accord and satisfaction. If we agree to an alternate payment plan, we may confirm it in any manner, including by electronic means. If your financial institution dishonors or returns for insufficient funds your check or credit card, it is a breach of this Agreement and we may (a) charge you a fee of \$20.00 or such amount as may be permitted by law, (b) stop accepting checks, credit card or other similar payment methods from you, and (c) immediately suspend or cancel your Service. We may use a collection agency and charge you for their fees billed to us for trying to collect what you owe us. **Late Fees.** You agree to pay 1.5% or \$5.00 per month (or portion of a month), whichever is greater, on any past due balances until paid, subject to the highest amount permitted by law. Except to the extent prohibited by law, this late fee may be charged regardless of any disputes you may have raised regarding your invoiced charges.

12. **Taxes & Fees/Regulatory and Administrative Fees.** We bill you for taxes, fees, and other charges (such as sales, use, excise, public utility and other taxes) levied by or remitted to domestic or foreign governments or authorities and imposed on you or us as a result of providing the Service or your Phone ("Taxes & Fees"). Any tax exemption only applies after the date we receive from you acceptable documentation. We will determine, in our discretion, the type and amount of the Taxes & Fees to be billed. These Taxes & Fees may change at any time without notice. We may also bill you for regulatory and administrative fees (\$0.86 per line per month as of 12/04) to recover our costs of complying with certain regulatory mandates (in our discretion) and Universal Service Fees ("USF") or similarly imposed charges (the amount or method of calculation of these fees may change at any time without notice to you) except to the extent prohibited by law. Regulatory and administrative fees and USF are not taxes or government required charges. We may impose regulatory and administrative fees whether or not all or some services are used, or available to you, or in your location. We are required to use the residential or business street address you provided us to determine certain Taxes & Fees. If you give us an address (such as a PO box) that is not a recognized street address, does not identify the taxing jurisdictions applicable to the address or does not reflect the service area associated with your Number, you may be assigned a default location for Taxes & Fees calculation, which may result in a higher or lower charge for certain Taxes & Fees and you have 60 days from the date of the first bill that contains disputed Taxes & Fees to notify us or you waive your right to dispute those Taxes & Fees.
13. **Disclaimer of Warranties.** EXCEPT FOR ANY OTHER WRITTEN WARRANTY THAT MAY BE PROVIDED, AND TO THE EXTENT PERMITTED BY LAW, ALL SERVICES, PRODUCTS, AND THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMIT, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE OR PRODUCTS. WE DO NOT AUTHORIZE ANYONE TO

MAKE A WARRANTY OF ANY KIND ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF OUR DEALERS (EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED), ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT WARRANTIES BY US OF ANY KIND. WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES ("T-MOBILE AFFILIATES") DO NOT WARRANT THAT THE INFORMATION, SOFTWARE, PRODUCTS, PROCESSES, OR SERVICES WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL, BUG OR ERROR FREE. IF YOU RECEIVED A WRITTEN "T-MOBILE LIMITED WARRANTY" WITH YOUR PHONE, IT IS THE ONLY WARRANTY MADE BY US WITH RESPECT TO THE PHONE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

14. **Limitation of Liability.** We are not liable to you, other users of your Phone or third parties for any deficiency in performance or quality, caused in whole or in part by an act or omission of an underlying carrier or service provider, Web site, messaging community, dealer, equipment or facility failure, Phone failure or unavailability, discontinuation of Service, or Phones, network problems, lack of coverage or network capacity, equipment or facility upgrade or modification, delay or failure of number portability, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, the failure of an incoming or outgoing call, including 9-1-1 emergency, priority access, or secured service call, to be connected or completed or for the functionality of location services, including 9-1-1 location services, priority access, or secured call or alert service, or causes beyond our reasonable control. EVEN IF T-MOBILE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, T-MOBILE AND T-MOBILE AFFILIATES WILL NOT BE LIABLE TO YOU OR ANY OF YOUR EMPLOYEES, AGENTS, CUSTOMERS OR ANY THIRD PARTIES FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE OR ANY PHONE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, TREBLE, SPECIAL, OR CONSEQUENTIAL DAMAGES; LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER ARISING FROM INTERRUPTION OR FAILURE OF SERVICE, LISTING ERRORS, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, SUSPENSION, TERMINATION, OR THE INABILITY TO USE THE SERVICE OR ANY PRODUCT, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION, OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR PHONE (WHETHER READ OR UNREAD, SOLICITED OR UNSOLICITED), OR LOSSES RESULTING FROM ANY PRODUCTS, GOODS, OR SERVICE PURCHASED, MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. IF THE STATE LAW APPLICABLE TO YOUR CLAIMS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS TO CERTAIN REMEDIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSION OR LIMITATION WILL NOT APPLY TO YOU.

THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE AND T-MOBILE AFFILIATES TO YOU, AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES, INJURY OR LOSSES ARISING FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RELATED TO SERVICES OR PHONES, SHALL BE A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE OR PHONE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. **EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.**

15. **Indemnification.** You agree to defend, indemnify, and hold us, T-Mobile Affiliates, and any roaming or network partner harmless from any and all claims, demands, actions, liabilities, costs, or damages arising out of your use of the Service or Products, any legal disclosures we make relating to your Service or Product, or your breach of this Agreement. You further agree to pay our reasonable attorneys' and expert witnesses' fees and costs arising from any actions or claims by third parties and those incurred in establishing whether this Sec. 15 applies.
16. **Privacy.** Wireless systems use radios to transmit communications over a complex network. We do not guarantee that your communications using the Service or Products will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Service. **We may (but are not required to) monitor, intercept, and disclose your transmissions, location or communications and may disclose your billing, account, calling records, or other information, in good faith reliance on legal process, if required by law or to protect our rights, business, network or customers. We may locate you through our network. Your caller identification (such as your name and Number) even if unlisted may be displayed to others (for example, on the equipment or bill of the person receiving your call or any Internet site you visit.)** We may list your name, address, and Number in a published directory with your consent. For more information on our privacy policies, please see our privacy notice at www.t-mobile.com/privacy. The way third parties handle and use your personal information is governed by their policies and we are not responsible for their policies, or their compliance with them.
17. **Lost or Stolen Phone.** If your Phone is lost or stolen ("Lost Phone") you will not be liable for unauthorized airtime charges incurred on the Lost Phone if you: (a) notify us immediately; (b) ask us to deactivate the Lost Phone; and (c) provide within 14 days any documentation we request, including a police report. **You must fulfill the remainder of**

your Term by activating a replacement Phone (which may be full price) or a cancellation fee will apply.

18. **Number Portability.** You may be able to transfer your Number to another wireless carrier or to bring your number to us. For information about Number Portability, please visit T-Mobile.com or contact Customer Care at 1-877-453-1304 or 611 from your Phone. You may not transfer your Number if your account has been cancelled or suspended, or prepaid account expired. **You remain liable for charges incurred resulting from your Service with us or service with your former carrier, including cancellation fees. If you call 9-1-1 after you request a transfer, but before you receive confirmation of completion, the 9-1-1 operator may not have accurate information on your identity and location. You must inform the 9-1-1 operator of your identity and location immediately upon placing the call.**
19. **Assignment.** We may assign all or part of our rights or duties under the Agreement without such assignment being considered a change to the Agreement, and without notice to you, except to the extent provided by law. We are then released from all liability. You may not assign the Agreement without our prior written consent. Subject to these restrictions, the Agreement will bind the heirs, successors, subcontractors, and assigns of the respective parties, who will receive its benefits.
20. **Notices/Customer Communications.** We may send you written notice, which may be on or included with your bill, which is considered given and received by you on the third day after the date deposited in the US Mail to your address in our billing records. You agree we may also notify and communicate with you or respond to your inquiries electronically through your Phone or otherwise, such as by e-mail, voicemail, or text messaging, which is considered given and received immediately upon transmission. Written notice to us is considered given when received by our registered agent, Corporation Services Company ("CSC") 1010 Union Ave. SE, Olympia, WA 98501.
21. **Digital Millennium Copyright Act ("DMCA") Notice.** To the extent in providing Service we may act as a "services provider" (as defined by DMCA) and offer services as online provider of materials and links to third-party sites. As a result, third-party materials that we do not own or control may be transmitted, stored, accessed, or made available using the Service. If you believe material available via the Service infringes a copyright, notify us using the notice procedure under the DMCA. We will respond expeditiously to remove or disable access to such material and will follow the procedures specified in the DMCA to resolve the claim. Our designated agent to whom you must address infringement notices under the DMCA is CSC (see Sec. 20).
22. **Severability and Survivability.** Except to the extent expressly set forth in Sec. 2, all terms and conditions of these T&Cs are independent of each other and if any provision of these T&Cs is held to be inapplicable or unenforceable, then (a) that term or provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other terms or provisions remaining in full force and effect, (b) the T&Cs will not fail their essential purpose, and (c) the balance of the T&Cs remain unaffected and in full force and effect, unless our obligations are materially impaired, in which event we have the right to terminate the Agreement. You and we will continue to be bound by the following Secs. (and any other provisions or rights and obligations that may reasonably be construed as surviving) of these T&Cs after the Agreement ends, regardless of reason: 2-6, 10-15, 18, 19, 20, 22, 23, 25, and 26.
23. **Entire Agreement/Applicable Law/Venue/Miscellaneous.** This Agreement represents the final and entire agreement between you and us regarding the Service and Products. Electronic images of the Agreement will be considered originals. You acknowledge that you have not relied on any other representations not specifically included in this Agreement. If we don't enforce our rights under any of the provisions of the Agreement, we may still require strict compliance in the future. You represent that you are of legal age and have the legal capacity to enter into this Agreement. If you are contracting on behalf of a company, you represent that you are authorized to enter into this Agreement and agree to be personally liable for all accounts if you are not so authorized. **This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located. Foreign laws do not apply. Arbitration proceedings or any actions to enforce an arbitration award must be in the state where your Service is principally provided, but not outside the US.**
24. **Additional Terms for Prepaid Customers.** You are responsible for prepaying all charges for using the Service. The airtime balance in your prepaid account is reduced by the charges attributable to your use of the Service. Service lasts as long as the earlier of (a) the time period on a prepaid card or coupon or (b) when the airtime balance goes to zero, then Service will be interrupted. You may continue to use Service by purchasing additional prepaid Service. If your account expires, you may lose your Number. You will not receive a monthly bill or activity record. **Prepaid Service is non-refundable (even if returned during the return period), and no refunds or other compensation will be given for unused airtime balances, lost or stolen prepaid cards, or coupons. Applicable Taxes & Fees will be included in your prepaid charges.**
25. **Additional Terms for SmartAccess Customers.** SmartAccess is subject to credit eligibility, determined in our discretion. We may suspend Service to any Number without prior notice if your account balance exceeds your spending limit or you are late with a payment (whether or not you exceed your spending limit). If we suspend Service because your balance exceeds your spending limit, we may, in our sole discretion, reinstate Service after you make a payment that reduces your account balance and your account is not in arrears. If we suspend Service because you are late with payment, we may, in our sole discretion, reinstate Service if you pay the entire balance owing on your account. Regardless of suspension, you will be liable for all charges for Service under the Agreement, including monthly Service and usage charges, and other charges or purchases billed to your account, whether or not you reinstate Service. SmartAccess customers are only eligible for select rate plans. Smart Access activation fees are non-refundable unless

you (a) purchased the Phone and Service directly from a T-Mobile store, T-Mobile.com, 1-877-387-4324, or 1-800-T-MOBILE; and (b) cancel Service and return the Phone to the place of purchase in accordance with Sec. 5.

- 26 **Other Agreements or Warranties.** Other Services (such as T-Mobile HotSpot or Premium Handset Protection) or Products may come with separate written terms or conditions, and warranties that govern their use or purchase. Please see those other agreements or warranties for your rights and duties regarding their use.

FlexPay Supplemental Terms and Conditions

Effective July 2007 until amended

These **FlexPay Supplemental Terms and Conditions** ("FlexPlay T&C's") are in addition to the T-Mobile Terms and Conditions you have received, and are part of your Agreement with T-Mobile. To the extent these FlexPlay T&C's conflict with the T-Mobile Terms and Conditions applicable to your Service or any Prepaid Refill terms and conditions, these FlexPlay T&C's will apply

- 1 **FlexPay.** With FlexPay you pay in advance for your monthly rate plan services and features ("Monthly Services"). If you agreed to a one or two-year Term contract, you are obligated to pay for Monthly Services for the Term of your contract. If you agreed to a month-to-month term, you are only obligated to pay for your first month of Monthly Services. For your current Amount Due, dial #BAL# or go to my.t-mobile.com. Your Monthly Services will become available after we receive and apply your payment (the time of day may vary, check my.t-mobile.com or #MIN# for availability). If you run out of a Monthly Services allotment, you will be unable to use that service for the remainder of that monthly service cycle unless you have sufficient funds in a FlexAccount to pay for them. A FlexAccount balance also will be needed to purchase other services not included in your Monthly Services (see below for details)
- 2 **FlexAccount/Prepaid Refills.** You can set up a FlexAccount by purchasing and depositing Prepaid Refill dollars. Please note that with FlexPay, different terms and rates apply to your use of Prepaid Refill dollars. You can use your FlexAccount to (1) purchase services when you run out of your monthly allotments (such as Whenever Minutes or messages); (2) purchase other services that are not included in your Monthly Services (such as international dialing and roaming, downloads, messaging, 411 and data services), and (3) pay for your Monthly Services by transferring dollars from your FlexAccount to your Monthly Services account (account holder only). If you use any additional services, applicable charges will automatically be deducted from your FlexAccount (see rate plan information or t-mobile.com for current applicable rates for minutes, messages and other services and usage). To check your FlexAccount balance, dial #999# or go to my.t-mobile.com. Each line on a multi-line account may have a FlexAccount. You may transfer FlexAccount dollars to pay for your Monthly Services on the account associated with your FlexAccount. You cannot transfer funds among FlexAccounts, or use FlexAccount funds to pay for monthly service for other billing accounts.
- 3 **Refunds.** All monthly charges paid in advance for each line of service are non-refundable, even if you have not used the service or service is cancelled during the Return Period. If your account is cancelled, we will refund unused money in your FlexAccount, and any other amounts in your Monthly Services account that have not yet been applied toward your Monthly Services charges. If your account is cancelled during the Return Period, you also may be eligible for a handset refund if you meet the conditions of our Return Policy. **We may deduct amounts you owe us, such as an early termination fee, from any refund we may owe you.**
- 4 **Payment Reminder/Billing.** Prior to the start of each service cycle, you will receive a payment reminder showing the Amount Due for your Monthly Services. Your payment reminder will not contain detailed billing information. You may access bill details on our website at my.t-mobile.com (which requires you to provide a user name and password to log on.) my.t-mobile.com may reflect more recent activity on your account, so your current Amount Due may differ from the amount stated on your payment reminder. **Service Cycle.** Your first service month may start up to several days after your service is activated and you may have several additional days during that first service cycle in which to use your monthly allotments. **Billing.** For billing purposes, each minute of a call will be billed according to the time or day applicable to that minute (such as Nights and Weekends). **EasyPay.** Your Amount Due will include a **Control Charge of \$4.99 per line per month if you are not enrolled in and using EasyPay** (an automatic monthly recurring payment service). EasyPay enrollment, changes or cancellation, may not take effect until at least the next service cycle after you contact us. The Control Charge may apply for at least one service cycle after you sign up for EasyPay. If your EasyPay payment cannot be processed for any reason, your account will be suspended and you will be required to pay the Amount Due and the Control Charge to reinstate your Monthly Services.
- 5 **Payments. Amount Due.** If you do not pay the Amount Due in advance, your Monthly Services will not be available. To receive your full Monthly Services allotment, you must pay the Amount Due by the date on your payment reminder. If you pay after the date on your payment reminder, the Amount Due and the Monthly Services allotment you receive will be prorated for the number of days remaining in your monthly service cycle. It may take up to one day after receipt and application of your payment to restart your Monthly Services. You can obtain your current Amount Due (prorated or otherwise) by dialing #BAL# or going to my.t-mobile.com. **Partial Payment.** If you underpay or partial pay, your Monthly Services will not be available until your partial payment is equal to or greater than the prorated charges for service for the remaining days in your service cycle. The Monthly Services you receive will be prorated based on the number of days remaining in that service cycle. **Payment in Last Five Days.** To start Monthly Services during the last five days of the service cycle, you must pay the prorated amount for those remaining days plus the total Amount Due for the following service cycle. If you do not pay that full amount, then your payment will be applied as a partial payment

toward the Amount Due for next month's service cycle. **Extension of Term.** If you agreed to a one or two-year Term contract, your Term may be extended by the total number of days for which you have not paid for Monthly Services (e.g., if you only pay for prorated Monthly Services for the last 10 days of a 30 day service cycle your Term may be extended by 20 days.) **Overpayment.** We will apply any overpayment toward the Amount Due for the following service cycle when it becomes due. If the overpayment does not cover the total Amount Due for that cycle, it will be treated as a partial payment for that cycle, and your Monthly Services will be prorated (see Partial Payment above). **Multi-line accounts.** You will have one Amount Due for all lines on a multi-line account, and any payments will be applied to all lines and all Monthly Services. For example, if you have three lines on your account, you cannot pay for only one of the three lines, or just for certain Monthly Services. If you make a partial payment, services for all lines will be prorated, and the Amount Due will reflect the prorated charges for all lines.

- 6 **Account Changes.** You may be unable to make changes to your account during certain periods of your service cycle. **Voluntary Suspension.** If we allow you to voluntarily suspend your Monthly Services, we will not refund amounts paid in advance for those services, or credit any remaining unused allotments in your current service cycle. Upon suspension, your Monthly Services and FlexAccount will no longer be available for use. To maintain the voluntary suspension for the period permitted (at T-Mobile's discretion) and avoid cancellation, you must pay in advance a monthly access fee and the Control Charge (if you are not using Easy Pay) for each line. If you have a one or two-year Term contract and the Term has not expired, it may be extended for the period of your voluntary suspension.
- 7 **Service Cancellation. Month-To-Month Plan.** You can keep your account active by paying for Monthly Services, adding Prepaid Refill dollars to your FlexAccount, or by using your FlexAccount for services, at least once every 90 days. Otherwise, your account will be cancelled. **Contract Plan.** If you have a one or two-year contract Term, you must pay in advance for Monthly Services, each month, for the total number of months in your Term (12 or 24 months) for all lines on your account. All lines on the account will be cancelled unless payment for Monthly Services is received and your Monthly Services (prorated or otherwise) are activated at least once every forty-five days after the due date listed in your payment reminder. This cancellation policy applies both during and after your contract Term. **A \$200 per line early termination fee applies if service is cancelled during your one or two-year contract Term. All Plans: You agree that we may apply any balance in your FlexAccount to any amounts you owe us (including any early termination fees) at the time of service cancellation. Any remaining unused FlexAccount or other balance will be refunded to you according to T-Mobile's Terms and Conditions.**

T-Mobile Terms & Conditions.

Did you activate (or renew) service prior to June 28, 2008? If yes, [click here](#) for the December 2004 Terms & Conditions.

Effective June 28, 2008

Your agreement with T-Mobile includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions for other services, and your Rate Plan terms (collectively "Agreement"). Your Rate Plan includes your monthly Service allotments for minutes, messages or data ("Allotments"), rates, coverage and other terms ("Rate Plan"). The terms of your Rate Plan are available at www.t-mobile.com and at our retail locations. To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern.

Please read these T&Cs carefully. They cover important information about all T-Mobile services provided to you ("Service") and your T-Mobile phone, handset, device, SIM card, data card, or other equipment ("Device"). These T&Cs include **fees for early termination** and late payments, limitations of liability, privacy and **resolution of disputes by arbitration instead of in court**. To the extent these T&Cs conflict with the T-Mobile Terms and Conditions you receive with your Device, these T&Cs apply; different T&Cs may apply to different lines of service on your account.

You represent that you are at least 18 years old (21 years old or legally emancipated if you are a Puerto Rico customer). If you sign for an organization, you represent that you are authorized to sign. **You agree to pay all access and usage charges, taxes, fees and other charges we bill you or that were accepted or processed through your Device ("Charges").** You may designate others to manage or make changes to your account ("Authorized User"). You and Authorized Users will have access to all account information. **If you give your personal account validation information to someone, they can access and make changes to your account just as you can.** Those changes will be binding on you. You may request to switch to another Rate Plan, and if we authorize the change, a transfer fee may apply. **Changes may require your agreement to a new minimum term and/or new T&Cs (for example, if you select a new Rate Plan or special Device pricing).**

1. Acceptance. YOUR AGREEMENT WITH T-MOBILE STARTS WHEN YOU ACCEPT. You accept by doing any of the following: (a) giving us a written or electronic signature, or telling us orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; (d) paying for the Service or Device; or (e) failing to activate Service within 30 days after the purchase of your T-Mobile Device, unless returned within the Return Period (as defined in Section 4). **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

2. * Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES BETWEEN YOU AND US IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers or retail dealers) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 25). **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

For all disputes (except for Puerto Rico customers), whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 14 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. **We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.**

Notwithstanding the above, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION if: (a) your claim qualifies, you may initiate proceedings in small claims court; or (b) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE YOU ACTIVATED THAT PARTICULAR LINE OF SERVICE (the "Opt Out Deadline").** You may opt out of these arbitration procedures by calling 1-866-323-4405 or via the internet by completing the opt-out form located at www.t-mobiledisputeresolution.com. **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**

If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to our registered agent (see Sec. 14) to begin arbitration. The American Arbitration Association (AAA) will arbitrate all disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over \$75,000, the AAA's

Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org by calling 1-800-778-7879. We will pay upon filing of the arbitration demand, all filing, administration and arbitrator fees for claims that total less than \$75,000. For claims that total more than \$75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. If you chose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.

JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

3. * Your Term of Service and Termination Fees. You agree to maintain Service with us for your minimum term ("Term"). (Periods of suspension of Service do not count toward your Term.) After your Term, you will become a month-to-month customer. EXCEPT FOR MONTH-TO-MONTH CUSTOMERS, AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE THE END OF YOUR TERM, OR IF WE TERMINATE IT EARLY. FOR SERVICE ACTIVATED, OR ACCEPTANCE OF A NEW ONE OR TWO YEAR TERM, ON OR AFTER 06/28/08, THE EARLY TERMINATION FEE IS: \$200 IF YOU TERMINATE WITH MORE THAN 180 DAYS REMAINING ON YOUR TERM; \$100 IF YOU TERMINATE WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF YOU TERMINATE WITH 31 TO 91 DAYS REMAINING ON YOUR TERM; AND THE LESSER OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF YOU TERMINATE IN THE LAST 30 DAYS OF YOUR TERM. The Early Termination Fee is part of our rates and is not a penalty. The Early Termination Fee applies only to the extent permitted by law. Unless you request otherwise, your termination will be effective at the end of your current billing cycle. You will remain responsible for all fees and charges for your Service and usage through termination. If you bought your wireless Device from an independent T-Mobile dealer or other third-party vendor, they may charge a separate termination fee.

4. * Cancellation and Returns. You can cancel your Service without paying an Early Termination Fee if you cancel **WITHIN 14 DAYS** of activating a new line of Service (30 days if you activate in California; other states may differ – ask your sales representative) ("Return Period"). You remain responsible to pay for the Service and all charges, fees and taxes incurred through the date of cancellation. To cancel during the Return Period, you must return to the store where you activated (or, if purchased online or by phone, follow the return instructions in the package), and return any Device you acquired at the time of activation. To receive a refund of the purchase price of your Device (less rebates received and shipping costs), you must return it (with original packaging and all contents) **within the Return Period** in undamaged condition and good working order to the place of purchase. You may be required to pay a restocking fee. If you do not comply with store policy, we may elect not to process your Service cancellation or you may be charged the suggested retail price of the Device, (which may be greater than the price you paid), plus any shipping and handling charges. If you activated your Service through an authorized T-Mobile dealer, the dealer's return policy may differ from T-Mobile's policies. The cancellation policy for FlexPay is different; please see Section 27 for details.

5. Our Rights to Make Changes. Your Service is subject to our business policies, practices, and procedures, which we can change without notice. UNLESS EXPRESSLY PROHIBITED BY LAW, WE CAN CHANGE PRICES, CHARGES AND ANY TERMS IN THE AGREEMENT AT ANY TIME. IF WE MATERIALLY MODIFY THESE T&Cs IN A WAY THAT IS MATERIALLY ADVERSE TO YOU, OR IF A CHANGE INCREASES YOUR SET MONTHLY RECURRING CHARGE(S) (the set amount – which does not include overage, features, optional services, taxes and fees – you agreed to pay each month for at least a one-year Term), WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS NOTICE AND YOU MAY TERMINATE YOUR SERVICE WITHOUT AN EARLY TERMINATION FEE (WHICH IS YOUR ONLY REMEDY) BY NOTIFYING US WITHIN 30 DAYS AFTER YOU RECEIVE THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THOSE 30 DAYS, YOU ACCEPT THE CHANGES.

6. * Your Wireless Device & Compatibility with Other Networks. Your Device may not be compatible with the network and services provided by another service provider. You may buy a Device from us or someone else, but it must, as solely determined by T-Mobile, be compatible with, and not potentially harm, our network. Some T-Mobile features will be available only on Devices purchased from us. A T-Mobile Device is designed to be used only with T-Mobile service; however, you may be eligible to have your Device reprogrammed to work with another carrier but you must contact us to do so. Not all Devices are capable of being reprogrammed. At times we may change software, applications or programming remotely and without notice. This could affect data you have stored on, the way you have programmed, or the way you use your Device.

7. Service Availability. Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity,

terrain and weather. You agree we are not liable for problems relating to Service availability or quality.

8. 9-1-1. When making 9-1-1 or other emergency calls, you should be prepared to provide information about where you are located. 9-1-1 operators may not know your phone number or have information about your location. If you are porting a phone number to or from us, we may not be able to provide you with some Services, such as 9-1-1 location services, while the port is being implemented. **T-Mobile is not responsible for failures to connect or complete 9-1-1 calls or if inaccurate location information is provided.** See Section 28 for important information related to 9-1-1 calls made using a Wi-Fi-enabled Device.

9. * Billing & Credit Checks. We will send you a bill that summarizes your Charges, you may review your bill details on our website at www.my.t-mobile.com or, at your request and for an additional charge, we will provide detailed bills. We do not provide bills for certain services, such as FlexPay, kidConnect and Prepaid. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. **We round up** any fraction of a minute to the next full minute. Domestic and Puerto Rico data usage is billed in full-kilobyte increments and is rounded up to the next full-kilobyte increment at the end of each data session. (Canada data usage is rounded up in 2 kilobyte increments; all other international data usage is rounded up in 25 kilobyte increments.) There are 1024 kilobytes in a megabyte. **Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through its termination of the call (after you hang up).** Unless otherwise specified in your Rate Plan, **the rate for a call (such as nights and weekend rates) is determined by the time the call starts and that rate applies to the entire call.** For FlexPay, Prepaid and kidConnect, each minute of a call will be billed according to the time or day applicable to that minute (for example, different rates may apply in one call if the call extends into nights or weekends). For billing related to our Wi-Fi Calling service, see Section 28. **T-Mobile-to-T-Mobile calls** are those made between T-Mobile customers using their Devices while on the T-Mobile network (and not off-net or roaming on affiliate networks). **For Family and other multi-line pooling plans**, all lines use and share the air time and features included in the Rate Plan. **You may be charged for more than one call** when you use certain features resulting in multiple inbound or outbound calls (such as call forwarding, call waiting, voicemail, and conference calling). Most calls you make or receive, and most data usage, during a billing cycle will be included in your bill for that cycle, but **some Charges may be delayed to a later billing cycle, which may cause you to exceed Rate Plan Allotments in a later billing cycle. Unused Rate Plan Allotments expire** at the end of your billing cycle. Airtime usage applies to **toll-free, operator-assisted, voice mail, call forwarding and calling card calls** using your Device. You may be billed additional Charges or fees for certain features and services such as **operator or directory assistance, data calls or transfers, text, picture and instant messaging and internet access.** You will be charged for text, instant or picture messages whether read or unread, solicited or unsolicited. **We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and you agree that we are not liable for such messages.** **Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

10. * Roaming, International Calling & Mobile Content. Roaming. Your Device may connect to another provider's network ("off-net") even when you are within the T-Mobile coverage area. Check your T-Mobile Device to determine if you are off-net. There may be extra charges (including long distance, tolls, data usage, failed messages or calls) and higher rates for off-net usage, depending on your Rate Plan. Your primary use of your Device must be within the T-Mobile owned network coverage area and we may limit or terminate your Service if you move outside of this area. We may limit or terminate your Service without prior notice if more than 50% of your voice and/or data usage is off-net for any three billing cycles within any 12 month period. **International Roaming & Dialing.** International roaming and dialing is available with some Rate Plans and on some Devices and may require an additional feature on your account. Whether roaming internationally or making and sending international calls and messages while in the U.S. (or Puerto Rico), **you will be charged international rates** (including for voicemails left for you and for data usage). Different rates apply in different countries. See www.t-mobile.com for information on international access, rates, Services and coverage. **Mobile Content.** Wireless devices can be used to purchase goods, content and services (including subscription plans) such as ring tones, graphics, games and alerts from T-Mobile or other companies. You are responsible for all Charges associated with such purchases from any Device assigned to your account. Some Charges may appear on your bill (including Charges on behalf of other companies). You may be able to restrict access and certain services by implementing controls available at www.t-mobile.com, or by calling T-Mobile. Mobile content may not be transferable from one Device to another Device.

11. * Taxes and Fees. You agree to pay all taxes, fees, and surcharges ("Taxes & Fees") imposed by the government. We may not always give advance notice of changes to these items. To determine Taxes & Fees, we will use the street address you identified as your Place of Primary Use ("PPU"). **The PPU for Puerto Rico customers must be in Puerto Rico.** If you did not identify the correct PPU, or provided us with an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default PPU.

You agree to pay all other charges we assess to recover or defray governmental charges or costs we incur in connection with the services we provide, such as Federal Universal Service, regulatory and administrative charges, or gross receipts taxes, without regard to whether these governmental charges or costs fund programs that provide benefits to you or in your location. **These charges are not taxes or regulatory fees imposed directly on you, nor required by law to be billed to you, may be kept by us in whole or in part, and the amounts and what is included in these charges are subject to change without notice.**

12. * Payments, Late Fees & Deposits. If we do not receive payment in full by the due date on your bill, **you may be charged a late fee of the greater of 1.5% per month (18% annually) or \$5/month, subject to the maximum allowed by law.** We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. **If we accept**

late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. If your check or electronic funds transfer payment is dishonored or returned, we may charge you \$35, or the maximum amount allowed under applicable law. We may also require you to use another payment method, and/or immediately suspend or cancel your Service. We will not honor limiting notations you make on or with your checks. Deposits: We may require a deposit. You agree that only we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. We refund deposits and final credit balances of less than \$5 only upon request. We pay simple interest on deposits at the rate the law requires and will hold the money for you for up to 1 year, at which time you forfeit to us any portion of the money left.

Puerto Rico customers: *This paragraph constitutes notice that you may be assessed a fee for returned checks. This also constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you do not pay in full within the time stated on your bill or if your financial institution dishonors or returns a check for insufficient funds.*

13. * Your Right to Dispute Charges. If you have a dispute regarding your bill or charges to your account, you agree to notify us of the dispute within 60 days (20 days for Puerto Rico customers) after the date you first receive the disputed bill or charge ("Dispute Period"), unless otherwise provided by law. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Except for Puerto Rico customers and unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 2 above. To contact or notify us, see Section 14. *This paragraph is notice to Puerto Rico customers that payment of undisputed charges is due when stated on your bill, regardless of any dispute.*

California customers: Our Utility number is U-3056-C. If you file a billing-related claim with the Consumer Affairs Branch ("CAB") of the California Public Utilities Commission you must, within 24 hours of filing, inform us by writing to the Customer Relations address in Section 14. If we resolve your dispute, you agree to withdraw your claim with the CAB.

Puerto Rico customers: We will provide you with a determination regarding any dispute that is presented to us in accordance with this Section 13 within 15 days after we receive it. You may appeal our determination to the Telecommunications Board of the Commonwealth of Puerto Rico ("Telecommunications Board") by filing a petition for review up to 30 days after the date of our determination. Your petition for review shall be made through the filing of a document containing the following information: (i) your name and address; (ii) our company name, (iii) the pertinent facts; (iv) any applicable legal provisions that you are aware of; and (v) the remedy you are requesting. The document may be filed handwritten or typewritten and must be signed by you. You must send us a copy of your document to the following address: 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. You must send your petition for review to the Telecommunications Board at the following address: 235 Arterial Hostos Avenue, Capital Center Bldg., North Tower, Suite 901, Hato Rey, Puerto Rico 00918-1453. The Telecommunications Board will review our determination only on appeal. You are advised of the provisions regarding suspension of Service that appear in Law 33 of July 7, 1985, Law 213 of September 12, 1996 and Regulation 5940 promulgated by the Telecommunications Board. You are also advised of Regulation 5939 of March 12, 1999 promulgated by the Telecommunications Board regarding the procedures for resolution of customer disputes.

14. * Notices and Customer Communications. You may contact our Customer Care department at www.t-mobile.com, by calling 1-877-453-1304 or 611 from your Device, or by writing to: T-Mobile Customer Relations, P.O. Box 37380, Albuquerque, NM 87176-7380. **Puerto Rico** customers may direct notices to: T-Mobile Customer Relations, 654 Muñoz Rivera Avenue, Suite 2000, Hato Rey, Puerto Rico 00918, Attn: Customer Care Manager. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. For multi-line accounts, a "Primary Telephone Number" may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.

To begin arbitration or other legal proceeding, you must serve our registered agent. Our registered agent is Corporation Service Company and can be contacted at 1-866-403-5272. For Puerto Rico, our registered agent is Prentice Hall of Puerto Rico and can be contacted at FGR Corporate Services, Inc., BBVA Tower, 6th Floor, 254, Muñoz Rivera Avenue, San Juan, Puerto Rico, 00918, phone: 1-800-927-9801.

15. * Lost or Stolen Devices. You agree to notify us if your Device is lost or stolen. Once you notify us, we will suspend your Service and you will not be responsible for charges incurred with the lost or stolen Device after you notify us. **You must fulfill the remainder of your Term or the Early Termination Fee will apply.**

California customers: For charges incurred before you notify us, you are not liable for charges you did not authorize, but the fact that your Device or Account was used is some evidence of authorization. You may request that we investigate charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the charges were unauthorized, we will credit your account. If we determine the charges were authorized, we will inform you within 30 days and you will remain responsible for the charges. **You must fulfill the remainder of your Term or the Early Termination Fee will apply.**

16. * Misuse of Service or Device. You agree not to misuse the Service or any Device, including: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service; (c) tampering with or modifying your Device; (d) "spamming" or engaging in other abusive or

unsolicited communications, (e) reselling T-Mobile Devices for profit, or tampering with, reprogramming or altering Devices for the purpose of reselling the Device; or (f) assisting or facilitating anyone else in any of the above activities. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

17. Our Rights to Limit or End Service or the Agreement. WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Device, or any user on your account: (a) breaches the Agreement, (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges), (c) provides inaccurate information or credit information we can't verify; (d) lives in an area where we don't provide Service or more than 50% of your voice and/or data usage is off-net for any three billing cycles within any 12 month period (see Section 10); (e) transfer(s) Service to another person without our consent; (f) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (g) misuses your Service or Device as described in Section 16, above, (h) uses your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us, or (i) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of calls, messages or sessions (such as international, 900 or 976 calls), in our sole discretion and without notice. *This paragraph constitutes notice to Puerto Rico customers that your Service may be suspended or cancelled if you engage in any of the foregoing actions in Sections 16 and 17, including but not limited to failing to pay your bill when due, in accordance with the Puerto Rico Suspension Regulation 5940 of March 12, 1999, promulgated by the Telecommunications Board where applicable, or in T-Mobile's sole discretion. If your Service or account is suspended or terminated and then reinstated, you may be charged a reactivation fee.*

18. * Intellectual Property. You agree not to infringe, misappropriate or injure the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services or Devices arising from the sale of a product, your purchase of T-Mobile Devices and Services does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of T-Mobile or others related to the Devices and Services, which may be used only with T-Mobile Service unless expressly authorized by T-Mobile. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

19. Digital Millennium Copyright Act ("DMCA") Notice. If you believe that material available through our Services or products infringes the copyright of any third party, notify us by using the notice procedure under the DMCA and described at www.t-mobile.com (www.t-mobile.com pr for Puerto Rico). After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

20. * Privacy Information. Our Privacy Policy governs how we use information related to your use of our Service and is available online at www.t-mobile.com/privacy. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data on your Device may automatically be stored on your SIM card, Device or our network. Your data may remain on the Device even if your SIM card is removed; the data left on your Device will be accessible to others who use your Device, and may be deleted, altered, or transferred to our network servers.

Some T-Mobile Devices automatically upload to T-Mobile network servers information stored on your Device or your SIM card, such as your address book, ringtones, or other data. How we use this information is governed by our Privacy Policy found at www.t-mobile.com/privacy. You may choose not to use this service by contacting customer care; however, your Device will continue to upload your information to our servers but T-Mobile will not retain the information. Not using this service may result in the loss of functionality or the availability of certain services or features, and the permanent loss of information stored on a lost or stolen Device.

21. * Disclaimer of Warranties. EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

22. * Waivers and Limitations of Liability. UNLESS PROHIBITED BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST